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#### Contract Database Metadata Elements

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Union: **Peekskill Teachers Aides Organization (PTAO)**

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Peekskill City School District And  
Peekskill Teachers Aides  
Organization



AGREEMENT

BETWEEN

PEEKSKILL CITY SCHOOL DISTRICT

- AND -

PEEKSKILL TEACHERS' AIDES ORGANIZATION

JULY 1, 2000 - JUNE 30, 2003



MYS PUBLIC EMPLOYMENT RELATIONS BOARD  
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CONCILIATION

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Agreement made this 19<sup>th</sup> day of June 2001 between the PEEKSKILL CITY SCHOOL DISTRICT (hereinafter referred to as "District") and the PEEKSKILL TEACHERS' AIDES ORGANIZATION (hereinafter referred to as "PTAO").

## **ARTICLE I - Recognition**

The District recognizes the PTAO as the exclusive representative and negotiating agent for a unit comprised of special education aides, teachers' aides, proctors/aides, hall monitors, guidance aides, attendance aides, library aides, and excluding all other employees. Such recognition shall be for the maximum period allowed under the provisions of the Taylor Law.

## **ARTICLE II - Salary**

1. All step movement as of July 1, 1994 is to be eliminated. The percent increase shall be computed on the salary level as of June 30, 2000 for all existing employees. The percent increases are as follows:

2000-2001.....	\$ .10 + 2.75%
2001-2002.....	\$ .10 + 3.0%
2002-2003.....	\$ .10 + 3.0%

Effective September 1, 2001, entry level will be \$8.75. In no case can a new hire earn more than an employee who has been working for three years.

2. The annual salary for a member of the bargaining unit will be determined by multiplying the employee's hourly rate by the number of hours he/she is regularly assigned to work each day by the number of days in the teachers' calendar for that year (including orientation day, election day and snow days).
3. An employee may be hired for less than five (5) hours per day. However, if an employee is working five hours or more, the individual's work day may not be reduced below five (5) hours. This provision will remain in effect for the duration of the contract.
4. Members of the bargaining unit shall be paid in twenty-one bi-weekly installments. Members of the Unit shall receive their first paycheck on the second (2nd) regularly scheduled pay day following commencement of their employment each school year.

### **ARTICLE III - Longevity**

Effective July 1, 2000, payments for longevity shall be established as follows:

Upon Completion of	Payment
6 years	\$350.00
12 years	\$475.00
18 years	\$700.00

The amount of longevity shall be prorated based upon the time the Aide attains the 6, 12 or 18 year level through June 30<sup>th</sup>.

### **ARTICLE IV - Sick days**

1. Members of the Bargaining unit shall be allowed up to 10 days sick leave with pay if the member is unable to work due to personal illness.

Sick days shall be accrued on a monthly basis beginning with the first month of the school year or the first month of employment, whichever is later. Sick days may be accumulated up to a maximum of two-hundred (200) days. Sick days will be credited as follows:

5 days will be credited in September, and  
5 days will be credited in February.

Buy Out: Teachers' Aides that meet the retirement criteria of the NYS Employee Retirement System (ERS) are eligible for reimbursement of accumulated sick leave. (See Appendix A for schedule)

2. Employees must notify the District of their absence in accordance with district policy.
3. The district may require the employee to provide a physician's statement justifying the employees' absence or that the employee be examined by the District's physician.
4. Sick Leave Bank

The Organization and the District agree to establish a sick leave bank. This sick leave bank will be for all employees with one year of service or more.

A sick leave bank shall be created by transferring from each eligible teacher's aide Sick Leave allowance two (2) days in 2001-02 and one (1) day each year thereafter. The days so collected shall be in a Bank to be administered by a Sick Leave Committee comprised of two (2) teacher's aides appointed by the President of the Association and two (2) administrators appointed by the Superintendent. The decisions of the Committee shall be by majority vote. Teachers aides involved in catastrophic, prolonged or disabling illnesses (including illnesses resulting from pregnancy or childbirth, but not including pregnancy itself) who have exhausted their accumulated sick leave, may apply to the bank for additional sick leave. An aide may apply for one additional block of days for the same illness. There shall be no limit on the number of separate illnesses for which a teachers' aide may apply. A medical certificate of illness by a medical doctor is required. Days contributed to the Bank shall not be counted in the total accumulation of a teacher's aide for purpose of either sick leave or the supplemental retirement benefit.

The first request for leave may be for up to twenty (20) days. If additional requests are made the committee may consider member's length of service and the total number of days the individual employee's sick leave prior to their illness or injury. The total number of days in the bank may not exceed the number of unit members, times six.

#### **ARTICLE V - Personal Days**

1. Unit employees may, at the discretion of the Superintendent or his/her designee, be granted five (5) leave days per year with pay for personal reasons.

Requests for personal and cogent leave must be submitted in writing to the Superintendent of Schools or his/her designee stating the general reason, e.g. pressing legal business, religious observance, etc., for such requested day, at least 24 hours prior to the beginning of the duty day for which the leave is requested.

2. Any unused personal leave days at the end of the school year will be credited to augment the employee's accumulated sick leave.

#### **ARTICLE VI - Bereavement Leave**

1. Necessary absences occasioned by death in the immediate family shall be allowed with full pay for up to five (5) days.
2. Immediate family shall be defined as husband, wife, son, daughter, mother,

father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, and grandfather, grandmother and grandchild, and any other relative residing in the immediate household of the employee or for whom the employee is responsible,

#### **ARTICLE VII - Child Care Leave**

A child care leave of absence may be used by any employee in order to permit the employee to care for a newly-born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same.

Such leave shall be without pay or other benefits, and shall not exceed twelve (12) months duration unless extended by the district.

Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The applications shall include the dates requested for leaving and returning, where possible.

Time on such leave will not be credited for advancement on the salary schedule, seniority, probationary service or longevity. Upon return to the District, an employee will be placed in a comparable position to the one held prior to such leave.

If possible, the District shall continue the employee in the group health insurance plan, provided the individual pays the premium for such coverage.

All individuals returning from leaves of absence without pay will return to duty on either February 1st or September 1st.

The employee shall provide the District with written notification of his/her intention to return at least sixty (60) days prior to the return date of the leave. If the employee fails to provide such notice, or provides such notice and fails to return on the appropriate date, the employee shall be deemed to have resigned as of the date he/she was to return from such leave.

#### **ARTICLE VIII - Jury Duty**

A member of the bargaining unit will be permitted to attend jury duty with full pay upon appropriate prior notification to the School District. The School District will receive any reimbursement made to the employee. In order to be eligible for paid jury duty as set forth herein as an employee must adhere to the rules pertaining to "call in" and return-to-work jury duty regulations.

#### **ARTICLE IX - Unauthorized Absence**

The Organization, as well as the members of the bargaining unit, agree that each



employee has an obligation to report any absence for whatever reason in a timely manner. Any employee who absents herself/himself from duty for five (5) consecutive work days, without notifying the District shall be deemed to have resigned and waived any and all rights to continued employment and the benefits, other than retirement, relating thereto, as of the beginning of such unauthorized absence.

#### **ARTICLE X - Health Insurance**

1. The District shall pay the full cost of individual coverage under the health insurance plan provided for other employees of the district. However, during any school year, any employee who does not report to work for more than thirty (30) calendar days without pay when school is in session shall be ineligible for paid health insurance until such time as the employee returns to the payroll for two (2) full months; however, an employee may continue health insurance coverage during a period of leave without pay at his/her cost, billed on a quarterly basis to be paid in advance.
2. No employee who works less than five (5) hours shall be eligible for fully-paid individual health insurance. Coverage for any employee working less than five (5) hours shall be on a prorated basis as a function of a regular five-hour day (i.e. three hours = three/fifths paid by the District).
3. A member of the bargaining unit may, at his or her option, obtain family health insurance by agreeing to pay the District by way of payroll deduction the difference between the cost of the family premium and the cost of the District's share of the individual premium that the employee is entitled to under the terms of this agreement.
4. In order to be eligible for health insurance of any type, an employee must have worked two (2) months or any part thereof in compliance with the requirements of the District's health insurance plan before being able to participate.

#### **ARTICLE XI Retirement**

1. Effective July 1, 1985, the District shall provide the retirement and social security plan provided to other non-instructional employees of the district.
2. Members of the Organization who have worked for the Peekskill City School District for ten (10) years and are age 62 at retirement will be allowed to contribute to the District health plan at the COBRA rate for a maximum of three (3) years.

## **ARTICLE XII - Seniority**

Seniority will be the method by which members of the Organization will be dismissed if there is to be a cut back (last hired, first to be dismissed). No distinction will be made between members, except if a member(s) possesses a particular skill or training.

## **ARTICLE XIII – Procedures for Drug and Alcohol Testing**

### **1. Preamble**

The Peekskill City School District recognizes the importance of ensuring that students and staff study and work in a drug free environment. The District is committed to ensuring that all steps are taken to ensure that this commitment is honored. To support employees who may be experiencing substance abuse problems, the District provides an Employee Assistance Program and, through the health insurance program it provides for employees, that medical assistance is available for those who may need it. Given those resources, the Board of Education believes that there is no justifiable reason for any employee to perform his/her duties while under the influence of alcohol, illegal substances, or non-medically prescribed drugs which may render an employee's behavior unsafe or inappropriate.

The Peekskill Board of Education Resolution on the District Alcohol and Drug Policy requires the Superintendent of Schools to develop a plan for its implementation. In keeping with the policy, the parties have developed procedures for the drug and alcohol testing of all members of the bargaining unit. This testing program is consistent with the goal of creating a drug free and alcohol free school environment while respecting the rights of individuals.

### **2. Training**

To ensure the effective implementation of these procedures, District supervisors and union observers will complete at least three hours of education and training in recognizing the signs of alcohol and substance abuse. This training shall be done every three years. Supervisors who are new to the District shall complete the training as soon as is practical after the date of employment or for new union observers, as soon as practical after their designation. The training program will cover the effects of controlled substance use on personal health, safety and the work environment. Behavior changes that may indicate controlled substance abuse will also be addressed. Documentation of these training sessions will be maintained.

3. Prohibited Conduct

- A. No employee may be on duty if that employee has used any non-prescribed controlled substance.
- B. No employee may report for duty when he/she has used alcohol within four hours of the beginning of his/her work day.
- C. No employee may be on duty if the employee has blood alcohol concentration of 0.08 or greater.
- D. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
- E. No employee shall refuse to submit to a drug or an alcohol test required under the procedure or engages in any conduct that obstructs the proper and orderly administration of such tests. Any such refusal constitutes a violation of these rules of conduct.
- F. Employees who have violated these rules of conduct may be subject to disciplinary action in accordance with the applicable laws and regulations. Employees who are eligible for Section 75 hearings will have these hearings held in accordance with AAA rules. The arbitrator's decision will be final and binding.

4. Types of Tests

- A. Pre-Employment: All applicants for positions within the bargaining unit, which the school district intends to hire, must be tested for the presence of controlled substances. A test report certifying the absence thereof must be received by the school district, before such applicants will be hired.
- B. Reasonable Suspicion:
  - 1. A definition of reasonable suspicion as agreed upon by the parties is the following: a reasonable and articulable belief that the employee is using a prohibited drug or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators or probable drug or alcohol use.
  - 2. Where there is reasonable suspicion based upon direct observation that any employee is acting in a manner indicating possible alcohol or controlled substance use, that employee will be tested. This direct observation must be documented by a supervisor who has received

training as provided herein. The supervisor will immediately contact the Superintendent who shall immediately undertake direct observation of the employee's conduct and demeanor.

3. A union monitor will be permitted to attend in order to make a determination as to an employee's comportment and demeanor when reasonable cause is to be determined. Also union monitors shall receive training made available at district expense.
- C. Protocol for Questioning and Testing: It is understood that any questioning done of a member of the bargaining unit with regard to reasonable suspicion will be done outside of the classroom setting and not in front of either students or staff. Should it be determined that an employee is to be sent for testing, the employee will not be required to return to duty that day but will be paid for the remainder of the day. Where it is determined that an employee is subject to reasonable cause for purposes of testing, the employee will not be returned to duty until the results of the test are received by the District. The employee will be paid during the interim with no charge to leave.
- D. Status During Testing: The employee will be sent to a testing facility, or to a medical facility by taxi or other safe transportation alternative. If necessary in the employer's discretion, the employee will be accompanied by a supervisor or other employee. Under no circumstances will an employee believed to be impaired be allowed to drive.
- E. Return to Duty Testing: Disciplinary procedures notwithstanding, any employee who has tested positive for a controlled substance must test negative before the employee may return to duty. The return-to-duty test is in addition to any evaluation and rehabilitation which may be required.
- F. Follow-up Testing: Any employee who violates the school district Drug and Alcohol Policy, and who, following a return to duty test, has been restored to duty, shall be required to submit to a minimum of six (6) unannounced follow up tests in the twelve (12) month period following the employee's restoration to duty. An employee who tests positive for drugs or alcohol on a follow-up test will be subject to disciplinary action up to and including discharge. Any such discipline shall be consistent with applicable law.

## 5. DRUG TESTING PROCEDURES

- A. Collection: Specimen collection will be performed at a designated collection site which provides for privacy during urination, documentation of the chain of custody of the specimen and the use of trained personnel. The

Specimen's temperature will be checked to ensure it is a freshly provided sample. Then, the specimen will be divided into two separate containers (primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.

- B. Lab Testing: The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for marijuana, cocaine, amphetamines, opiates and PCP. It may also be tested for pH, specific gravity and signs of adulteration. Any specimen which tests positive at cutoff levels as used under Federal regulation under CFR Part 40 on an initial screening test will be confirmed by gas chromatography/mass spectrometry (GC/MS). Only those specimens, which are confirmed as "positive" in the confirmatory GC/MS test, are reported as such.
- C. Results: Laboratory test results will be reported to the medical review officer (MRO), a physician knowledgeable in drug testing. Negative results will be reported to the school district after administrative review. Positive results will be investigated by the MRO or designee who will determine if the positive test was caused by use of prescription medications in accordance with the doctor's prescription. Verification of opiate positives will follow Federal regulations under CFR Part 40. If the positive test was caused by the use of medication with a valid prescription, the MRO will report the test to the school district as "negative". Otherwise the MRO will verify the test as positive.
- D. Split Specimen Testing: In the event of a positive drug test, the employee has the right to request the school district to send the split specimen to a different certified laboratory for testing. Such a request must be made within seventy-two (72) hours of an employee's notification of a positive test result.  
  
If the test of the split specimen fails to confirm the presence of a controlled substance ("negative"), then the first positive is canceled unless the lab finds evidence of an adulterant in the specimen. If the test of the split specimen detects the presence of a controlled substance ("positive"), then the results are reported as "positive", and the employee becomes subject to sanctions and disciplinary proceedings. The employee will be removed from duty while awaiting the results of the split specimen, as provided for herein.
- E. Reporting of Tests: The results of all tests will be reported to the Superintendent or his/her designee. The results will be kept in a confidential file.

## 6. ALCOHOL TESTING PROCEDURES

Alcohol testing is accomplished by testing the employee's breath using an Evidential

Breath Testing (EBT) Device, which is listed in the conforming products list in the Federal Register, or by blood testing. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substance does not artificially affect the test results. The confirmation test may be done using the same instrument as the initial test, using the same procedures, or may be done by blood testing.

The confirmation test result which is used in the written report to the employee and the school district a BAC of 0.08 or greater will be considered a positive test.

#### 7. CONSEQUENCES OF A POSITIVE TEST

- A. Applicants who test positive on a pre-employment test will not be hired.
- B. An employee who tests positive for a controlled substance without a valid prescription or tests positive of alcohol at a level of 0.08 or greater will be deemed to have violated the school district's policy, and be subject to discipline.
- C. An employee who refuses a test or who participates in activity set forth in the "prohibited conducts" outlined above will be deemed to have violated this policy and will be subject to the same consequences as a person who tests positive.
- D. In order to be eligible to return to duty after a positive drug or alcohol test, an employee must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the employee must continue in an after-care program as prescribed by the substance abuse professional and be subject to follow-up testing.

#### 8. NEGATIVE TESTS

- A. Results of a negative test – Should an employee be subject to a drug or alcohol test by virtue of a determination made by the District that there was reasonable suspicion for such testing and the results of such test yield a negative, the employee shall be paid \$100.00. Should subsequent negative results result from testing deemed necessary based upon a determination by the District that reasonable suspicion exists, this amount will be double (i.e., \$200.00/\$400.00) with the maximum paid to an employee as a result of a negative test to be \$400.00

- B. Should a supervisor make a determination as to reasonable suspicion on two separate occasions with regard to a member of the bargaining unit with both results being negative, the supervisor will no longer be eligible to make a determination with regard to that individual. Should a supervisor make a determination that reasonable suspicion exist to test in four cases where the results are negative, that supervisor will no longer be eligible for making a determination as to reasonable suspicion.

## **ARTICLE XIV**

### **GRIEVANCE AND ARBITRATION**

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- B. Grievances shall be initiated in writing within twenty (20) (working days) of the date on which the act grieved occurred. Summer grievances shall be initiated within thirty (30) calendar days. A copy of all grievances shall be sent to the Superintendent.
- C. All grievances shall be processed through the Association grievance committee which shall have the exclusive right to process a grievance. All grievances shall contain the names of the individual(s) affected.
- D. Step 1:  
The Association and the District shall attempt to resolve all grievances either on an informal or formal basis. However, if such resolution is not accomplished with twenty (20) calendar days of the original submission, the Personnel Director will respond to the grievance, in writing, within a (20) day period and, if denied, state the reasons for the denial of the grievance.
- E. Should the matter not be resolved in "D" above, the Association shall have twenty (20), working days from the date of the receipt of the Personnel Director's response, to submit the grievance to the Superintendent or his/her designee. The Superintendent or his/her designee will respond to the grievance, in writing, within the twenty (20) day period and if denied, state the reason for the denial of the grievance.
- F. Should the matter not be resolved in "E" above, the Association shall have twenty (20), working days from the date of the receipt of the Superintendent's or his/her designee's response, to submit the grievance to final and binding arbitration.
  - 1. The parties shall then attempt to select a mutually agreed upon

arbitrator. If they fail, the matter shall be referred to arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The arbitrator's decision will be accepted by both parties as final and binding.
3. The costs of the arbitrators shall be divided equally between the District and the Association.

#### **ARTICLE XV - No Strike Pledge**

The Association affirms that it does not assert the right to strike against the District or any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. The association also affirms that it will faithfully represent all employees in the unit described above without regard to whether or not they are to remain members of the association.

#### **ARTICLE XVI - Taylor Law Notice**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE XVII - Term of Agreement**

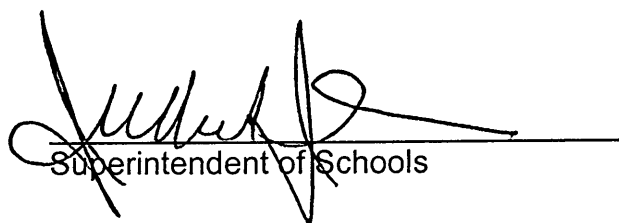
This agreement shall be effective as of July 1, 2000 and expire on June 30, 2003.

Dated: 11-19-01

**PEEKSKILL TEACHERS' AIDES  
ORGANIZATION**

  
\_\_\_\_\_  
President, P.T.O.A.

**PEEKSKILL CITY SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent of Schools



## SICK DAYS PAYMENT SCHEDULE

	From	To	Day	Total Days	Amount	Total
Year 2001	100	70	\$30	30	\$900	
	69	44	\$20	25	\$500	
	43	18	\$10	25	\$250	
	17	0	\$0	17	\$0	\$1,650
Year 2002	110	78	\$30	32	\$960	
	77	49	\$20	28	\$560	
	48	21	\$10	27	270	
	20	0	\$0	20	\$0	\$1,790
Year 2003	120	86	\$30	34	\$1,020	
	85	54	\$20	31	\$620	
	53	24	\$10	29	\$290	
	23	0	\$0	23	\$0	\$1,930
Year 2004	130	94	\$30	36	\$1,080	
	93	59	\$20	34	\$680	
	58	27	\$10	31	\$310	
	26	0	\$0	26	\$0	\$2,070
Year 2005	140	102	\$30	38	\$1,140	
	101	64	\$20	37	\$740	
	63	30	\$10	33	\$330	
	29	0	\$0	29	\$0	\$2,210
Year 2006	150	110	\$30	40	\$1,200	
	109	69	\$20	40	\$800	
	68	33	\$10	35	\$350	
	32	0	\$0	32	\$0	\$2,350
Year 2007	160	118	\$30	42	\$1,260	
	117	74	\$20	43	\$860	
	73	36	\$10	37	\$370	
	35	0	\$0	35	\$0	\$2,490
Year 2008	170	126	\$30	44	\$1,320	
	125	79	\$20	46	\$920	
	78	39	\$10	39	\$390	
	38	0	\$0	38	\$0	\$2,630
Year 2009	180	134	\$30	46	\$1,380	
	133	84	\$20	49	\$980	
	83	42	\$10	41	\$410	
	41	0	\$0	41	\$0	\$2,770
Year 2010	190	142	\$30	48	\$1,440	
	141	89	\$20	52	\$1,040	
	88	45	\$10	43	\$430	
	44	0	\$0	44	\$0	\$2,910
Year 2011	200	150	\$30	50	\$1500	
	149	99	\$20	50	\$1,000	
	98	48	\$10	50	\$500	
	47	0	\$0	47	\$0	\$3,000